

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HORIZON GROUP USA, INC.		11/21/2014	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	SANTANDER BANK, N.A.		
Street Address:	830 Morris Turnpike		
Internal Address:	Third Floor		
City:	Short Hills		
State/Country:	NEW JERSEY		
Postal Code:	07078		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 99			
Property Type	Number	Word Mark	
Registration Number:	3090680	IT'S SO ME	
Registration Number:	3627371	GO CREATE	
Registration Number:	3754994	COLOR ZONE	
Registration Number:	3445855	JUST MY STYLE	
Serial Number:	77058504	THINK BOX	
Registration Number:	3463057	NEXT STYLE	
Registration Number:	3463193	NEXT STYLE	
Registration Number:	3577133	MAKE & BELIEVE ME	
Registration Number:	3592128	PRICELESS PRINCESS	
Registration Number:	3767969	JEWELRY ESSENTIALS	
Registration Number:	3584231	AIR CRAFTS	
Registration Number:	3737585	GLITTER LAVA	
Registration Number:	3680740	META LAVA	
Registration Number:	3755355	NEXT STYLE	
Registration Number:	3768315	JUST MY STYLE	
Registration Number:	4026708	MON BIJOU REAL JEWELRY MADE EASY!	
Registration Number:	4254430	COLOR WIZ	
Registration Number:	4254473	SPARKLE MAGIC	
TRADEMARK			

OP \$2490.00 3090680

Property Type	Number	Word Mark
Registration Number:	4252348	MADE BY ME!
Registration Number:	4274066	MADE BY ME! JUNIOR
Registration Number:	4066856	BABY TALK
Registration Number:	4066859	IT'S SO ME!
Serial Number:	85305278	INSPIRE ME
Registration Number:	4066888	FASHION FUSION
Registration Number:	4163355	BACK TO...BASICS
Registration Number:	4063271	PATCH IT UP!
Registration Number:	4066890	TRANSFORMATIONS
Serial Number:	85307320	I DO! GREEN
Serial Number:	85307420	EASY BEADS
Registration Number:	4063326	DESIGN & STYLE
Registration Number:	4063328	VELV-ITS!
Registration Number:	4158981	LITTLE ACHIEVERS
Registration Number:	4158982	LITTLE ACHIEVERS
Registration Number:	4158989	LITTLE ACHIEVERS
Registration Number:	4158990	LITTLE ACHIEVERS
Serial Number:	85343060	ART BY ME
Serial Number:	85343107	ART BY ME
Serial Number:	85343131	ART BY ME
Registration Number:	4108400	MON BIJOU
Registration Number:	4126978	CREATIVE ROOTS
Registration Number:	4129891	CREATIVE ROOTS
Registration Number:	4129892	CREATIVE ROOTS
Registration Number:	4123146	CREATIVE ROOTS
Registration Number:	4495185	ZIP SCREENS
Registration Number:	4280645	KITTEN HEELS
Registration Number:	4290118	SNAP-ITS
Registration Number:	4306492	DOODLE DECO
Registration Number:	4290219	DRESSED 2 PARTY!
Registration Number:	4290220	DRESSED 2 PARTY!
Serial Number:	85583712	COLOR STUDIO
Serial Number:	85583771	COLOR STUDIO
Registration Number:	4318857	SINCERELY, ME
Registration Number:	4548799	IRON-IT OUT
Registration Number:	4548800	IRON-IT OUT
Serial Number:	85871149	SAY CHEESE!
Serial Number:	85871183	SAY CHEESE!
Registration Number:	4548848	TEAM U

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4548849	TEAM U
Serial Number:	85897921	MINE 2 DESIGN
Registration Number:	4565244	MINE 2 DESIGN
Serial Number:	85897971	MINE 2 DESIGN
Registration Number:	4539864	MINE 2 DESIGN
Registration Number:	4557108	MINE 2 DESIGN
Serial Number:	85922365	FASHION DRIVE
Registration Number:	4553066	MASTER OF THE ARTS
Serial Number:	85938622	CRE8 DESTINATION FABULOUS
Serial Number:	85962760	PRETTY PIX
Serial Number:	85962784	PRETTY PIX
Serial Number:	85962816	PRETTY PIX
Serial Number:	85962833	PRETTY PIX
Registration Number:	4569946	MASTER OF THE ARTS
Serial Number:	86063094	MASTER OF THE ARTS
Serial Number:	86063117	MASTER OF THE ARTS
Serial Number:	86063144	MASTER OF THE ARTS
Serial Number:	86076531	CAMP ANYWHERE
Serial Number:	86076601	CAMP ANYWHERE
Serial Number:	86076664	CAMP ANYWHERE
Serial Number:	86138330	IT'S SO ME!
Serial Number:	86138354	IT'S SO ME!
Serial Number:	86138375	IT'S SO ME!
Serial Number:	86138578	IT'S SO ME!
Serial Number:	86138603	IT'S SO ME!
Serial Number:	86138677	IT'S SO ME!
Serial Number:	86142959	DESIGN & STYLE
Serial Number:	86152287	BLACK LACE
Serial Number:	86166915	SUGAR
Serial Number:	86172257	THREAD HEADZ
Serial Number:	86211782	CREATIVE ROOTS
Serial Number:	86211921	CREATIVE ROOTS
Serial Number:	86211954	CREATIVE ROOTS
Serial Number:	86211983	CREATIVE ROOTS
Serial Number:	86216218	CAMP CREATE
Serial Number:	86216479	CAMP CREATE
Serial Number:	86216513	CAMP CREATE
Serial Number:	86216530	CAMP CREATE
Serial Number:	86216635	CAMP CREATE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86241391	CREATIVE ROOTS
Registration Number:	4586168	MASTER OF THE ARTS
Serial Number:	76656509	THINK BOX

CORRESPONDENCE DATA

Fax Number: 7327266603

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7328556052

Email: sbordon@wilentz.com

Correspondent Name: Stuart A. Hoberman, Esq,

Address Line 1: 90 Woodbridge Center Drive

Address Line 2: Wilentz, Goldman & Spitzer, P.A.

Address Line 4: Woodbridge, NEW JERSEY 07095

NAME OF SUBMITTER:	Stuart A. Hoberman, Esq,
SIGNATURE:	/sah/
DATE SIGNED:	12/17/2014

Total Attachments: 20

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**PATENTS, TRADEMARKS
AND COPYRIGHTS SECURITY AGREEMENT
HORIZON GROUP USA, INC.**

THIS PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT is made on the ___ day of November, 2014 between **HORIZON GROUP USA, INC.**, a corporation organized under the laws of the State of New Jersey (the "Assignor"), the financial institutions which are now or which hereafter become a party hereto (collectively, the "Lenders" and individually a "Lender") and **SANTANDER BANK, N.A.** ("Santander"), as agent for Lenders (Santander, in such capacity, the "Agent"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor (also referred to herein as the "Borrower") has executed a certain Revolving Credit, Term Loan and Security Agreement dated the date hereof (as same may be amended, restated, replaced, modified and/or supplemented from time to time, the "Loan Agreement") and other loan documents executed in connection therewith (all of which are collectively referred to as the "Other Documents") to Agent for its benefit and for the ratable benefit of each Lender, to secure loans by Lenders to Borrower in the aggregate amount of up to \$64,000,000 (as such amount may be increased from time to time); and

WHEREAS, the Assignor owns the United States copyrights which have been registered with the United States Copyright Office and has made applications for a United States copyright registration with the United States Copyright office with respect to applications listed on Schedule A hereto ("Copyrights"), owns the United States patents which have been issued by the United States Patent and Trademark Office and the applications for a United States patents listed on Schedule B ("Patents"), owns the United States trademark applications and trademarks which have been registered with the United States Patent and Trademark Office listed in Schedule C hereto, along with the good-will of the Assignor to which such trademark applications and trademarks relate ("Trademarks") and owns the United States trademark applications filed in the United States Patent and Trademark Office based on its intent to use the corresponding mark and listed on Schedule D, along with any good-will of the Assignor relating to such trademarks ("ITU Marks"); and

WHEREAS, pursuant to the Loan Agreement, the Assignor is required to and has conveyed and granted to Agent for its benefit and for the ratable benefit of each Lender, a security interest in, among other things, all right, title and interest of the Assignor in, to and under all of the Assignor's Copyrights, Patents and Trademarks, whether presently existing or hereafter arising or acquired, and all products, substitutions, replacements and proceeds thereof to secure all obligations of the Assignor to Agent for its benefit and for the ratable benefit of each Lender, including contingent obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby absolutely grant and convey to Agent for its benefit and for the ratable benefit of each Lender, a security interest in, all of the Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (a) Each of the Copyrights which are presently, or in the future may be, owned by the Assignor, in whole or in part, as well as any application for a United States copyright registration now or hereafter made with the United States Copyright Office by the Assignor, as the same may be updated hereafter from time to time;
- (b) Each of the Patents, which are presently, or in the future may be owned by the Assignor, in whole or in part, as well as all applications for United States patents now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time; and
- (c) Each of the Trademarks, which are presently, or in the future may be owned by the Assignor, in whole or in part, together with the good-will associated with each Trademark, as well as all applications for Trademarks now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time.

Said security interest includes, without limitation, all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

1) Assignor covenants and warrants that, to the extent that any Patents, Trademarks and/or Copyrights exist:

(a) it is, to the best of its knowledge, the true and lawful exclusive owner of all the Copyrights listed on Schedule A and that said Copyrights constitute all the United States Copyrights registered in the United States Copyright Office and applications for United States Copyrights that the Assignor now owns;

(b) it is, to the best of its knowledge, the true and lawful exclusive owner and/or intended assignee of all the Patents listed on Schedule B and that said Patents constitute all the United States Patents registered in the United States Patent and Trademark Office and applications for United States Patents that the Assignor now owns;

(c) it is, to the best of its knowledge, the true and lawful exclusive owner of all the Trademarks listed on Schedule C and that said Trademarks constitute all the United States Trademarks registered in the United States Patent and Trademark Office and applications for Trademarks that the Assignor now owns;

(d) The Assignor agrees, at Agent's request, on a semi-annual basis to execute such additional agreements with respect to any new Patent, Trademark and/or Copyright in which the Assignor hereinafter obtains rights or any ITU Mark which becomes registered with the United States Patent and Trademark Office. The Assignor further warrants that it is not aware of any third party claim that any of the aspects of the Assignor's present or contemplated business operations infringe or will infringe on any Patent, Trademark or Copyright. The Assignor grants to Agent an absolute power of attorney to sign any document which will be required by the United States Copyright Office or the United States Patent and Trademark Office in order to record the security interest in the Patents, Trademarks and Copyrights;

(e) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable;

(f) Each of the Patents, Trademarks and Copyrights is in use and, to the best of the Assignor's knowledge, does not infringe the rights of any other person or entity;

(g) Assignor is, to the best of its knowledge, the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements, and covenants by Assignor not to sue third persons, in each case, other than the assignment to Lenders pursuant to this Agreement and other Permitted Encumbrances;

(h) Assignor has the power and authority to enter into this Agreement and perform its terms;

(i) Assignor believes it has used, and will use its good faith efforts to continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights;

(j) Assignor has used, and will use good faith effort to continue to use for the duration of this Agreement, consistent standards of quality in its manufacture or use of products sold under the Trademarks;

(k) At its own expense, the Assignor shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. Sec. 41 to maintain in force rights under each Patent, to the extent that Assignor deems advisable;

(l) Except in the Ordinary Course of Business, the Assignor hereby agrees not to divest itself of any right under any Copyright, Trademark and/or Patent, which divestiture would reasonably be expected to have a Material Adverse Effect; and

(m) The Assignor agrees, within a reasonable time upon learning thereof, furnish Agent in writing all pertinent information available to the Assignor with respect to any infringement or other violation of the Assignor's rights in any Copyright, Trademark and/or Patent, which infringement or violation would reasonably be expected to have a Material Adverse Effect. To the extent that the Assignor deems advisable, the Assignor further agrees to prosecute any Persons infringing upon any Copyright, Trademark and/or Patent to the extent such infringement would reasonably be expected to have a Material Adverse Effect.

- 2) Subject to the provisions of the Loan Agreement, Assignor hereby grants to Agent and its employees and agents the right to visit Assignor's facilities (during normal business hours and upon reasonable notice) which maintain or store products sold under any of the Patents, Trademarks, or Copyrights, and to inspect the products and quality control records relating thereto. Assignor shall do any and all acts reasonably required by Lenders to ensure Assignor's compliance herewith.
- 3) Assignor agrees that, until all of the Obligations (other than contingent Obligations for which no claim has been asserted) shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Lenders' prior written consent.
- 4) If, before the Obligations (other than contingent Obligations for which no claim has been asserted) have been satisfied in full,:

(a) Assignor shall obtain rights to any new Trademark, any new Copyright, or any new patentable inventions, or become entitled to the benefit of any patent application or patent for reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions hereof shall automatically apply thereto and Assignor shall give to Lenders prompt notice thereof in writing; and

(b) any ITU Mark becomes registered with the United States Patent and Trademark Office, the terms of this Agreement shall automatically apply without any further action on the part of the Assignor or Lenders (including, without limitation, the grant of a security interest by Assignor to Lenders in any such ITU Mark which becomes registered with the United States Patent and Trademark Office) and Assignor shall give to Lenders prompt notice in writing of such ITU Mark becoming registered.

- 5) Assignor authorizes Agent to modify this Agreement by amending Schedules A, B, C and D to include any future Patents, Trademarks, Copyrights or ITU Marks covered hereby.
- 6) Upon and during the occurrence of any Event of Default:
 - a) Agent shall have, in addition to all other rights and remedies given to it by this Agreement, the Loan Agreement, and the Other Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, or Copyrights may be located; and
 - b) Agent may, in addition to any other remedies which may be available to Lenders, without being deemed to have made an election of remedies, and without the assignment hereunder being deemed to be anything less than an absolute assignment, immediately, without demand of performance and without other notice (except as may be set forth below) or demand whatsoever to Assignor, all of which are hereby expressly

waived, and without advertisement, sell at public or private sale (or, to the extent required by Applicable Law, otherwise realize upon in a commercially reasonable manner), all or from time to time, any of the Patents, Trademarks, or Copyrights, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks, or Copyrights all reasonable expenses (including all reasonable expenses for broker's fees and legal services), may apply the residue of such proceeds to the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Patents, Trademarks, or Copyrights shall be given to Assignor at least ten (10) Business Days before the time of any intended public or private sale or other disposition of the Patents, Trademarks, or Copyrights is to be made, which notice Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under Applicable Law, purchase the whole or any part of the Patents, Trademarks, or Copyrights sold, free from any right or equity of redemption on the part of Assignor, which right and equity of redemption are hereby waived and released.

- 7) At such time as Assignor shall completely satisfy all of the Obligations (other than contingent Obligations for which no claim has been asserted), this Agreement shall terminate and Agent shall execute and deliver to Assignor at Assignor's expense all releases and other instruments as may be necessary or proper to release the security interest in and to the Patents, Trademarks, or Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto and in accordance with the terms hereof.
- 8) Any and all reasonable, out-of-pocket and documented fees, costs and expenses, of whatever kind or nature, including reasonable attorney fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents, Trademarks, or Copyrights, in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks, or Copyrights, or in the enforcement by Agent of any of its rights or remedies under this Agreement, the Loan Agreement or any Other Document shall be borne and paid by Assignor on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate of interest chargeable pursuant to the Loan Agreement upon an Event of Default.
- 9) To the extent that Assignor deems it advisable, Assignor shall have the duty to prosecute diligently any actions for or of the Patents, Trademarks, or Copyrights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Patents, Trademarks, or Copyrights. Any expenses incurred in connection with the Patents, Trademarks, and Copyrights shall be borne by Assignor. The Assignor shall not abandon any Patents, Trademarks, or Copyrights other than in the ordinary course of business without the consent of Agent, which consent shall not be unreasonably withheld.
- 10) Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Patents, Trademarks, or Copyrights, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including attorney fees, incurred by Agent in the fulfillment of the provisions of this paragraph. The obligations of the Assignor under this paragraph shall survive the termination of this Agreement.
- 11) In the event of the occurrence and continuance of an Event of Default, Assignor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks, or Copyrights, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks, or Copyrights to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or

dispose of the Patents, Trademarks, or Copyrights to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

- 12) If Assignor fails to comply with any of its obligations hereunder, Agent may do so in Assignor's name or in Lenders' name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lenders in full for all reasonable, out-of-pocket and documented expenses, including reasonable attorney's fees, incurred by Lenders in protecting, defending and maintaining the Patents, Trademarks, or Copyrights.
- 13) No course of dealing between Assignor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement, or under any Other Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 14) All of Agent's rights and remedies with respect to the Patents, Trademarks, or Copyrights, whether established hereby or by the Loan Agreement, or by any other agreement(s) or by law, shall be cumulative and may be exercised singly or concurrently.
- 15) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 16) This Agreement is subject to modification only by a writing signed by the parties, except as provided elsewhere herein.
- 17) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 18) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New Jersey.
- 19) THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW JERSEY IN CONNECTION WITH ANY MATTER ARISING HEREUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF. THE ASSIGNOR, AGENT AND LENDERS EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR THE ACTIONS OF LENDERS. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE LOAN AGREEMENT.
- 20) This Agreement, the Loan Agreement and the Other Documents embody the entire agreement and understanding between the Assignor, Agent and Lenders and supersedes all prior agreements and understandings relating to the subject matter hereof and thereof.

[SIGNATURE PAGES TO FOLLOW]

WITNESS the execution hereof under seal as of the day and year first above written.

HORIZON GROUP USA, INC.

By: Holli Gabler
Name: HOLLI GABLER
Title: Chief Financial Officer

[SIGNATURE PAGE TO FOLLOW]

SANTANDER BANK, N.A.

By: Mark Becue
Name: Mark Becue
Title: SVP

STATE OF New Jersey :
COUNTY OF Middlesex :
SS:

I CERTIFY that on November 21, 2014, HOLLI GABLER personally came before me and stated under oath to my satisfaction that:

- (a) this person is the Chief Financial Officer of Horizon Group USA, Inc., the corporation named in this Instrument;
- (b) this Instrument was signed and delivered by the corporations as its voluntary act duly authorized by a proper resolution of its Board of Directors; and
- (c) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on
November 21, 2014

Shelly Bordon

SHELLY JANUSZ BORDON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires January 4, 2019

STATE OF NEW JERSEY :
COUNTY OF MIDDLESEX :
SS:

I CERTIFY that on November 21, 2014, Mark Beeve, personally came before me and stated under oath to my satisfaction that:

- (a) this person is the SVP of Santander Bank, N.A., the corporation named in this Instrument;
- (b) this Instrument was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) this person knows the proper seal of the corporation which was affixed to this Instrument;
- (d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on
November 21, 2014

Shelly Bordon

SHELLY JANUSZ BORDON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires January 4, 2019

SCHEDULE A
(Copyrights)

	Title	Class	App. No./Reg. No.	Status/Status Date	
1.	Bling Rings	Bling Rings.	Visual Arts	VA0001765394	Registered March 24, 2011
2.	Bottle cap jewelry	Bottlecap Jewelry.	Visual Arts	VA0001765412	Registered March 24, 2011
3.	Boy Craft Logo - Black & White	Boy Craft Logo - Black & White.	Visual Arts	VA0001908539	Registered March 18, 2014
4.	Celtic, et al	Celtic, Princess, Dragon, Rock N Roll.	Visual Arts	VA0001761297	Registered January 13, 2011
5.	Crystal Jewelry Lap Desk	Lap Desk.	Visual Arts	VA0001765382	Registered March 24, 2011
6.	Geometric Shapes, et al	Love, Peace, Hearts, Geometric Shapes .	Visual Arts	VA0001761294	Registered January 13, 2011
7.	Horses, et al	Horses, Bears, Jungle Tiger, Monkeys.	Visual Arts	VA0001761318	Registered January 13, 2011
8.	Messenger Bag	Messenger Bag.	Visual Arts	VA0001765415	Registered March 23, 2011
9.	Mon Bijou	Mon Bijou.	Visual Arts	VA0001765377	Registered March 24, 2011
10.	[No title on deposit]	Friendship Bracelets .	Visual Arts	VA0001765421	Registered March 23, 2011
11.	Paint by Numbers - Horses	Paint by Numbers - Horses.	Visual Arts	VAu001003137	Registered November 13, 2009
12.	Paint By Numbers - Dolphins	Paint By Numbers - Dolphins.	Visual Arts	VAu001003322	Registered November 13, 2009
13.	Paint By Numbers – Wolves	Paint By Numbers - Wolves	Visual Arts	VAu001003416	Registered November 13, 2009
14.	Personalized Jewelry	Personalized Jewelry	Visual Arts	VA0001765409	Registered March 24, 2011
15.	Premium Scrapbook	Premium Scrapbook	Visual Arts	VA0001765387	Registered March 23, 2011
16.	Premium craft		Visual Arts	VAu000707397	Registered July 25, 2006
17.	Rock Bands	Rock Bands	Visual Arts	VA0001765410	Registered March 24, 2011
18.	Rock Bands	Rock Bands	Visual Arts	VA0001765422	Registered March 23, 2011
19.	Tropical Birds, et al	Tropical Birds, Hummingbirds, Bugs, Turtles/Frogs.	Visual Arts	VA0001761293	Registered January 13, 2011
20.	Velv-Its Super Value Set, #17328	Velv-Its Value Set .	Visual Arts	VA0001761313	Registered January 13, 2011
21.	Velv-Its Floor Pad Design, #17314	Velv-Its Floor Pad Design.	Visual Arts	VA0001761328	Registered January 13, 2011
22.	Velvits storage box, 17327	Velv-Its Storage Box.	Visual Arts	VA0001761299	Registered January 13, 2011
23.	WM New Kids Crafts Cloud Bubble Pattern Compilation	WM New Kids Crafts Cloud Bubble Pattern	Visual Arts	VAu001147654	Registered July 03, 2013

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HORIZON GROUP USA., INC.


		Compilation.			
24.	WM New Kids Crafts Cloud Bubble Pattern Compilation	WM New Kids Crafts Cloud Bubble Pattern Compilation.	Visual Arts	VAu001147654	Registered July 03, 2013
25.	WM New Kids Crafts Cloud Bubble Pattern Compilation	WM New Kids Crafts Cloud Bubble Pattern Compilation	Visual Arts	VAu001147654	Registered July 03, 2013
26.	WMGeneralCrafts Compilation	WMGeneralCrafts Compilation	Visual Arts	VAu001147666	Registered July 03, 2013
27.	WMGeneralCrafts Compilation	WMGeneralCrafts Compilation	Visual Arts	VAu001147666	Registered July 03, 2013
28.	WMGeneralCrafts Compilation	WMGeneralCrafts Compilation	Visual Arts	VAu001147666	Registered July 03, 2013
29.	Word Wear	Word Wear	Visual Arts	VA0001765428	Registered March 23, 2011
30.	21368_Puppy6x7_BW	Puppy.	Visual Arts	VA0001761315	Registered January 13, 2011
31.	21369_Kitten6x7_BW	Kitty.	Visual Arts	VA0001761329	Registered January 13, 2011
32.	21370 Velvet Poster	Peace 1.	Visual Arts	VA0001761319	Registered January 13, 2011
33.	22107_TropBirds16x20_BW	Parrot.	Visual Arts	VA0001761327	Registered January 13, 2011
34.	22108_Peace16X20_BW	Peace 2.	Visual Arts	VA0001761326	Registered January 13, 2011
35.	22109_JungleTiger16X20_BW	Tiger.	Visual Arts	VA0001761323	Registered January 13, 2011
36.	22110_Horse16x20_BW	Horse.	Visual Arts	VA0001761321	Registered January 13, 2011
37.	Mentor management development program : developing high-performing sales teams : participant manual		Text	TX0004167095	Registered November 16, 1995
38.	Horse, Dolphin, Dog.		Visual Material	VAu001047581	Registered December 8, 2010
39.	Wolf, Eagle, Tiger.		Visual Material	VAu001047582	Registered December 8, 2010

SCHEDULE B
(Patents)

	<u>TITLE</u>	<u>Description</u>	<u>Patent No.</u>	<u>Status/Status Date</u>
1.	Weaving apparatus	October 22, 2013 - Patent without a pre- grant publication (B1)	8561650	GRANTED DATE: October 22, 2013
2.	Leak-proof art instrument	July 16, 2013 - Patent with a pre-grant publication (B2)	8485748	GRANTED DATE: July 16, 2013
3.	Toy putty material compositions	July 2, 2013 - Patent with a pre-grant publication (B2)	8476343	GRANTED-DATE: July 2, 2013
4.	Leak-proof art instrument	January 29, 2013 - Patent with a pre- grant publication (B2)	8360671	GRANTED DATE: January 29, 2013
5.	Waterproof, miniature light-emitting diode (LED) emitting device	May 20, 2008 - Patent with a pre-grant publication (B2)	7374309	GRANTED DATE: May 20, 2008
6.	Friendship bracelet maker	July 16, 2013 - Design Patent (S)	D 686253	GRANTED DATE: July 16, 2013
7.	Friendship bracelet maker	January 15, 2013 - Design Patent (S)	D 674190	GRANTED DATE: January 15, 2013
8.	Display package	November 28, 2006 - Design Patent (S1)	D 532686	GRANTED DATE: November 28, 2006
9.	Display package	November 28, 2006 - Design Patent (S)	D 532686	GRANTED DATE: November 28, 2006
10.	Waterproof LED light	November 21, 2006 - Design Patent (S1)	D 532531	GRANTED DATE: November 21, 2006
11.	Waterproof LED light	November 21, 2006 - Design Patent (S)	D 532531	GRANTED DATE: November 21, 2006
12.	Display package	October 17, 2006 - Design Patent (S1)	D 530196	GRANTED DATE: October 17, 2006
13.	Display package	October 17, 2006 - Design Patent (S)	D 530196	GRANTED DATE: October 17, 2006
14.	Display unit	October 3, 2006 - Design Patent (S1)	D 529399	GRANTED DATE: October 3, 2006
15.	Display unit	October 3, 2006 - Design Patent (S)	D 529399	GRANTED i DATE: October 3, 2006
16.	Display unit	August 1, 2006 - Design Patent (S1)	D 525878	GRANTED DATE: August •1, 2006
17.	Display unit	August 1, 2006 - Design Patent (S)	D 525878	GRANTED DATE: August 1, 2006
18.	WEAVING APPARATUS	November 7, 2013 - ApplicationPublication (A 1)	20130291994 (Application Only)	FILED DATE: May 4, 2012
19.	PERSONAL USE SCREEN PRINTING SYSTEM, METHOD, AND DEVICE	October 31, 2013 - ApplicationPublication (A1)	20130284036 (Application Only)	FILED DATE: October 23, 2012
20.	KIT AND METHOD FOR TIE-DYEING AND UTENSIL THEREFOR	March 7, 2013 - ApplicationPublication (A1)	20130055509 (Application Only)	FILED DATE: September 2, 2011
21.	LEAK-PROOF ART INSTRUMENT	December 27, 2012 - ApplicationPublication (A 1)	20120325849 (Application Only)	FILED DATE: August 30, 2012

	<u>TITLE</u>	<u>Description</u>	<u>Patent No.</u>	<u>Status/Status Date</u>
22.	ERASABLE WRITING PANEL INTEGRATED INTO ARTICLES	May 24, 2012 - ApplicationPublication (A1)	20120129146 (Application Only)	FILED DATE: November 18, 2010
23.	LEAK-PROOF ART INSTRUMENT	February 2, 2012 - ApplicationPublication (A 1)	20120027500 (Application Only)	FILED DATE: July 28, 2010
24.	Toy putty material compositions	March 18, 2010 - ApplicationPublication (A1)	20100064940 (Application Only)	FILED DATE: September 10, 2009
25.	Glitter glue tube dispensing apparatus	November 22, 2007 - ApplicationPublication (A 1)	20070267438 (Application Only)	FILED DATE: May 19, 2006
26.	Waterproof, miniature light- emitting diode (LED) device	October 4, 2007 - ApplicationPublication (A1)	20070230168 (Application Only)	FILED DATE: April 4, 2006
27.	Waterproof, miniature light- emitting diode (LED) device	June 7, 2007 - ApplicationPublication (A1)	20070125897 (Application Only)	FILED DATE: December 6, 2005
28.	Three-dimensional coloring product	June 22, 2006 - Utility ApplicationPublication (A 1)	20060135032 (Application Only)	FILED DATE: September 9, 2005

**SCHEDULE C
(Trademarks)**



	MARK	Design	App. No./Reg. No.	Status/Status Date
1.	IT'S SO ME		App. No.:76-554536 Reg. No.:3,090,680	Registered 8 & 15 July 21, 2011
2.	GO CREATE	GO CREATE	App. No.:76-650201 Reg. No.:3,627,371	Registered May 26, 2009
3.	COLOR ZONE	COLOR ZONE	App. No.:76-660978 Reg. No.:3,754,994	Registered March 2, 2010
4.	JUST MY STYLE	JUST MY STYLE	App. No.:77-058435 Reg. No.:3,445,855	Registered 8 & 15 February 18, 2014
5.	THINK BOX	THINK BOX	App. No.:77-058504	Pending - Suspended May 21, 2008
6.	NEXT STYLE	NEXT STYLE	App. No.:77-059738 Reg. No.:3,463,057	Registered 8 & 15 January 28, 2014
7.	NEXT STYLE	NEXT STYLE	App. No.:77-086240 Reg. No.:3,463,193	Registered 8 & 15 January 28, 2014
8.	MAKE & BELIEVE ME		App. No.:77-224520 Reg. No.:3,577,133	Registered February 17, 2009
9.	PRICELESS PRINCESS	PRICELESS PRINCESS	App. No.:77-224563 Reg. No.:3,592,128	Registered March 17, 2009
10.	JEWELRY ESSENTIALS	JEWELRY ESSENTIALS	App. No.:77-280950 Reg. No.:3,767,969	Registered March 30, 2010
11.	AIR CRAFTS		App. No.:77-322816 Reg. No.:3,584,231	Registered March 3, 2009
12.	GLITTER LAVA	GLITTER LAVA	App. No.:77-405034 Reg. No.:3,737,585	Registered January 12, 2010
13.	META LAVA	META LAVA	App. No.:77-405048 Reg. No.:3,680,740	Registered September 8, 2009
14.	NEXT STYLE	NEXT STYLE	App. No.:77-449323 Reg. No.:3,755,355	Registered March 2, 2010
15.	JUST MY STYLE and Design		App. No.:77-489264 Reg. No.:3,768,315	Registered March 30, 2010

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	REAL JEWELRY MADE EASY! and Design		Reg. No.:4,026,708	September 13, 2011
30.	COLOR WIZ	COLOR WIZ	App. No.:85-137285 Reg. No.:4,254,430	Registered December 4, 2012
31.	SPARKLE MAGIC	SPARKLE MAGIC	App. No.:85-184876 Reg. No.:4,254,473	Registered December 4, 2012
32.	MADE BY ME!	MADE BY ME!	App. No.:85-282496 Reg. No.:4,252,348	Registered December 4, 2012
33.	MADE BY ME! JUNIOR	MADE BY ME! JUNIOR	App. No.:85-282540 Reg. No.:4,274,066	Registered January 15, 2013
34.	BABY TALK	Baby Talk	App. No.:85-304827 Reg. No.:4,066,856	Registered December 6, 2011
35.	IT'S SO ME!	it's so me!	App. No.:85-304924 Reg. No.:4,066,859	Registered December 6, 2011
36.	INSPIRE ME	Inspire Me	App. No.:85-305278	Pending - Suspended March 20, 2013
37.	FASHION FUSION	Fashion Fusion	App. No.:85-306460 Reg. No.:4,066,888	Registered December 6, 2011
38.	BACK TO...BASICS	Back to...Basics	App. No.:85-306492 Reg. No.:4,163,355	Registered June 26, 2012
39.	PATCH IT UP!	Patch It Up!	App. No.:85-306528 Reg. No.:4,063,271	Registered November 29, 2011
40.	TRANSFERMA TIONS	Transformations	App. No.:85-306569 Reg. No.:4,066,890	Registered December 6, 2011
41.	I DO! GREEN	I Do! Green	App. No.:85-307320	Pending - Suspended August 13, 2012
42.	EASY BEADS	Easy Beads	App. No.:85-307420 Reg. No.:4,145,403	Registered May 22, 2012


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43.	DESIGN & STYLE	Design & Style	App. No.:85-307529 Reg. No.:4,063,326	Registered November 29, 2011
44.	VELV-ITS!	Velv-its!	App. No.:85-307551 Reg. No.:4,063,328	Registered November 29, 2011
45.	LITTLE ACHIEVERS	LITTLE ACHIEVERS	App. No.:85-319578 Reg. No.:4,158,981	Registered June 12, 2012
46.	LITTLE ACHIEVERS	LITTLE ACHIEVERS	App. No.:85-319622 Reg. No.:4,158,982	Registered June 12, 2012
47.	LITTLE ACHIEVERS and Design		App. No.:85-322185 Reg. No.:4,158,989	Registered June 12, 2012
48.	LITTLE ACHIEVERS and Design		App. No.:85-322233 Reg. No.:4,158,990	Registered June 12, 2012
49.	ART BY ME	ART BY ME	App. No.:85-343060	Allowed - Intent to Use 5th Extension of Time Granted June 25, 2014
50.	ART BY ME	ART BY ME	App. No.:85-343107	Allowed - Intent to Use 5th Extension of Time Granted June 2, 2014
51.	ART BY ME	ART BY ME	App. No.:85-343131	Allowed - Intent to Use 5th Extension of Time Granted June 2, 2014
52.	MON BIJOU	MON BIJOU	App. No.:85-366968 Reg. No.:4,108,400	Registered March 6, 2012
53.	CREATIVE ROOTS	CREATIVE ROOTS	App. No.:85-370507 Reg. No.:4,126,978	Registered April 10, 2012
54.	CREATIVE ROOTS	CREATIVE ROOTS	App. No.:85-370528 Reg. No.:4,129,891	Registered April 17, 2012
55.	CREATIVE ROOTS	CREATIVE ROOTS	App. No.:85-370556 Reg. No.:4,129,892	Registered April 17, 2012
56.	CREATIVE ROOTS	CREATIVE ROOTS	App. No.:85-370612 Reg. No.:4,123,146	Registered April 3, 2012


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57.	ZIP SCREENS	ZIP SCREENS	App. No.:85-399386 Reg. No.:4,495,185	Registered March 11, 2014
58.	KITTEN HEELS	KITTEN HEELS	App. No.:85-492966 Reg. No.:4,280,645	Registered January 22, 2013
59.	SNAP-ITS and Design		App. No.:85-508761 Reg. No.:4,290,118	Registered February 12, 2013
60.	DOODLE DECO	DOODLE DECO	App. No.:85-526210 Reg. No.:4,306,492	Registered March 19, 2013
61.	DRESSED 2 PARTY!	DRESSED 2 PARTY!	App. No.:85-574627 Reg. No.:4,290,219	Registered February 12, 2013
62.	DRESSED 2 PARTY!	DRESSED 2 PARTY!	App. No.:85-574669 Reg. No.:4,290,220	Registered February 12, 2013
63.	COLOR STUDIO	COLOR STUDIO	App. No.:85-583712	Allowed - Intent to Use 3rd Extension of Time Granted April 21, 2014
64.	COLOR STUDIO	COLOR STUDIO	App. No.:85-583771	Allowed - Intent to Use 3rd Extension of Time Granted April 21, 2014
65.	SINCERELY, ME	Sincerely, Me	App. No.:85-637381 Reg. No.:4,318,857	Registered April 9, 2013
66.	IRON-IT OUT	IRON-IT OUT	App. No.:85-870105 Reg. No.:4,548,799	Registered June 10, 2014
67.	IRON-IT OUT	IRON-IT OUT	App. No.:85-870137 Reg. No.:4,548,800	Registered June 10, 2014
68.	SAY CHEESE!	SAY CHEESE!	App. No.:85-871149	Pending - Publication Review Complete September 23, 2014
69.	SAY CHEESE!	SAY CHEESE!	App. No.:85-871183	Pending - Publication Review Complete September 16, 2014
70.	TEAM U	TEAM U	App. No.:85-879192 Reg. No.:4,548,848	Registered June 10, 2014

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71.	TEAM U	TEAM U	App. No.:85-879223 Reg. No.:4,548,849	Registered June 10, 2014
72.	MINE 2 DESIGN	MINE 2 DESIGN	App. No.:85-897921	Allowed - Intent to Use 1st Extension of Time Granted February 4, 2014
73.	MINE 2 DESIGN	MINE 2 DESIGN	App. No.:85-897954 Reg. No.:4,565,244	Registered July 8, 2014
74.	MINE 2 DESIGN	MINE 2 DESIGN	App. No.:85-897971	Allowed - Intent to Use Notice of Allowance Issued April 22, 2014
75.	MINE 2 DESIGN	MINE 2 DESIGN	App. No.:85-898037 Reg. No.:4,539,864	Registered May 27, 2014
76.	MINE 2 DESIGN	MINE 2 DESIGN	App. No.:85-898095 Reg. No.:4,557,108	Registered June 24, 2014
77.	FASHION DRIVE	FASHION DRIVE	App. No.:85-922365	Allowed - Intent to Use 1st Extension of Time Granted December 30, 2013
78.	MASTER OF THE ARTS	MASTER OF THE ARTS	App. No.:85-935658 Reg. No.:4,553,066	Registered June 17, 2014
79.	CRE8 DESTINATION FABULOUS and Design		App. No.:85-938622	Allowed - Intent to Use Statement of Use - Final Refusal Mailed September 5, 2014
80.	PRETTY PIX	PRETTY PIX	App. No.:85-962760	Allowed - Intent to Use 1st Extension of Time Granted May 13, 2014
81.	PRETTY PIX	PRETTY PIX	App. No.:85-962784	Pending - Final Refusal Mailed March 3, 2014
82.	PRETTY PIX	PRETTY PIX	App. No.:85-962816	Allowed - Intent to Use 1st Extension of Time Granted May 13, 2014
83.	PRETTY PIX	PRETTY PIX	App. No.:85-962833	Allowed - Intent to Use Notice of Allowance Issued May 27, 2014
84.	MASTER OF THE ARTS	MASTER OF THE ARTS	App. No.:86-063064 Reg. No.:4,569,946	Registered July 15, 2014

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85.	MASTER OF THE ARTS	MASTER OF THE ARTS	App. No.:86-063094	Allowed - Intent to Use Notice of Allowance Issued April 29, 2014
86.	MASTER OF THE ARTS	MASTER OF THE ARTS	App. No.:86-063117	Allowed - Intent to Use 1st Extension of Time Granted May 20, 2014
87.	MASTER OF THE ARTS	MASTER OF THE ARTS	App. No.:86-063144	Allowed - Intent to Use Notice of Allowance Issued May 6, 2014
88.	CAMP ANYWHERE	CAMP ANYWHERE	App. No.:86-076531	Allowed - Intent to Use Notice of Allowance Issued April 8, 2014
89.	CAMP ANYWHERE	CAMP ANYWHERE	App. No.:86-076601	Allowed - Intent to Use Notice of Allowance Issued April 8, 2014
90.	CAMP ANYWHERE	CAMP ANYWHERE	App. No.:86-076664	Allowed - Intent to Use Notice of Allowance Issued April 29, 2014
91.	IT'S SO ME!	It's So Me!	App. No.:86-138330	Allowed - Intent to Use Notice of Allowance Issued June 24, 2014
92.	IT'S SO ME!	It's So Me!	App. No.:86-138354	Allowed - Intent to Use Notice of Allowance Issued June 24, 2014
93.	IT'S SO ME!	It's So Me!	App. No.:86-138375	Allowed - Intent to Use Notice of Allowance Issued June 24, 2014
94.	IT'S SO ME!	It's So Me!	App. No.:86-138578	Allowed - Intent to Use Notice of Allowance Issued June 24, 2014
95.	IT'S SO ME!	It's So Me!	App. No.:86-138603	Pending - Non-Final Action Mailed March 25, 2014
96.	IT'S SO ME!	It's So Me!	App. No.:86-138677	Allowed - Intent to Use Notice of Allowance Issued June 24, 2014
97.	DESIGN & STYLE	Design & Style	App. No.:86-142959	Allowed - Intent to Use Notice of Allowance Issued June 24, 2014
98.	BLACK LACE (Stylized)	<i>Black Lace</i>	App. No.:86-152287	Pending - Publication Review Complete Principal Register - Sec. 2(F) October 21, 2014

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99.	SUGAR	SUGAR	App. No.:86-166915	Pending - Non-Final Action Mailed May 2, 2014
100.	THREAD HEADZ	THREAD HEADZ	App. No.:86-172257	Pending - Non-Final Action Mailed May 2, 2014
101.	CREATIVE ROOTS	CREATIVE ROOTS	App. No.:86-211782	Allowed - Intent to Use Notice of Allowance Issued September 9, 2014
102.	CREATIVE ROOTS	CREATIVE ROOTS	App. No.:86-211921	Allowed - Intent to Use Notice of Allowance Issued September 9, 2014
103.	CREATIVE ROOTS	CREATIVE ROOTS	App. No.:86-211954	Published August 26, 2014
104.	CREATIVE ROOTS	CREATIVE ROOTS	App. No.:86-211983	Allowed - Intent to Use Notice of Allowance Issued September 9, 2014
105.	CAMP CREATE	CAMP CREATE	App. No.:86-216218	Allowed - Intent to Use Notice of Allowance Issued September 9, 2014
106.	CAMP CREATE	CAMP CREATE	App. No.:86-216479	Published July 22, 2014
107.	CAMP CREATE	CAMP CREATE	App. No.:86-216513	Published September 2, 2014
108.	CAMP CREATE	CAMP CREATE	App. No.:86-216530	Published July 22, 2014
109.	CAMP CREATE	CAMP CREATE	App. No.:86-216635	Pending - Non-Final Action Mailed August 2, 2014
110.	CREATIVE ROOTS	CREATIVE ROOTS	App. No.:86-241391	Published September 9, 2014
111.	MASTER OF THE ARTS		App. No.:86-975208 Reg. No.:4,586,168	Registered August 12, 2014
112.	THINK BOX	THINK BOX	App. No.:76-656509	Allowed - Intent to Use 4th Extension of Time Granted May 5, 2014

SCHEDULE D
(ITU Marks)

NONE